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information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.



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the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) avoid interruptions of Government operations and delays in project completion dates; and
- (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the

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contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".
- (d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier

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52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

- (a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--
- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work:

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- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
- (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- (f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (MAY 52.244-6 2001)
- (a) Definitions. As used this clause--
- "Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.
- "Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The following clauses shall be flowed down to subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

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(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.
- (j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government-
- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Governmentfurnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- (k) Communications. All communications under this clause shall be in writing.
- (I) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not-
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;



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- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.
- (b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.



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(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract....., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to



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SCR-17 QUANTITY SURVEYS (APR 1984) (52.236-16):

- (a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- (b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government will make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.
- (c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

SCR-21 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1):

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SCR-23 NOT USED

SCR-28 NOT USED

- SCR-29 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1999 JUNE HQ USACE) (EFARS 52.231-5000):
- (a) This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing is requested. This clause does not apply to terminations. See 52.231-5001, Basis for settlement of proposals, and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor s accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor s accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region IX. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer.



(b) The work under this contract is to be performed at an operating Military Installation with consequent restrictions on entry and movement of non-military personnel and equipment.

SCR-13 *

SCR-14 SPECIAL SAFETY REQUIREMENTS:

The Safety and Health Requirements Manual referenced in paragraph Accident Prevention of the Contract Clauses is amended as indicated below. Copies of the manual can be ordered from the Superintendent of Documents, Government Printing Office, Washington DC, phone 202-512-1800, FAX 202-512-2250.

- a. Not used.
- b. Paragraph 05.A.01: Add new paragraph 05.A.01 d.
- d. Employers shall make reasonable efforts to accommodate employees with religious beliefs that may conflict with PPE requirements. However, when reasonable efforts to accommodate the employee s religious beliefs do not provide the necessary safe working environment (without PPE), then the employer shall require the employee to use the appropriate PPE or the employee will not be allowed to work in the area where he/she will be exposed to a hazard requiring such protection.
 - c. Paragraph 16.C: Add new paragraphs 16.C.21 and 16.C.22.
- 16.C.21. During personnel handling operations, load and boom hoist drum brakes, swing brakes, and locking devices such as pawls or dogs shall be engaged when the occupied platform is in a stationary working position.
- 16.C.22. During personnel handling operations, the load hoist drum shall have a system or device on the power train other than the load hoist brake, which regulates the lowering rate of speed of the hoist mechanism (controlled load lowering). Free fall is prohibited.
 - d. Paragraph 21.A.15: Add new paragraph 21.A.15 d.
- d. Standard guardrails shall be installed on all intermediate floors and roofs, including flat roof areas more than 1.8 meters above adjacent areas, during construction or rehabilitation of the buildings. The use of safety nets and safety belts with lifelines may be substituted on pitched roofs.

SCR-15 THRU SCR-17 *

SCR-18 AND SCR-19 NOT USED

SCR-20 CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM (NAS) (1990 MAR HQ USACE) (ER 1-1-11):

1. The progress chart to be prepared by the Contractor pursuant to the Contract Clause entitled Schedule for Construction Contracts shall consist of a network analysis system (NAS) as described below. The scheduling of construction is the responsibility of the Contractor and Contractor management personnel shall actively participate in development of the network logic diagram so that intended sequences and procedures are clearly

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- b. Criticality Report: This report shall list all activities sorted in ascending order of total float. Activities which have equal values of total float shall be listed in ascending order of Early Starts.
- c. Cost or Earned Value Report: This report shall compile the Contractor s total earned value on the project from the Notice to Proceed until the most recent monthly progress meeting based on agreed progress between the Contractor and the Contracting Officer. Provided that the Contractor has submitted a complete schedule update, this report shall serve as the basis for determining Contractor payment. Activities shall be grouped by offer item and then sorted by activity number(s). This report shall subtotal all activities in an offer item and provide an offer item percent complete and then total all offer items to provide a total project percent complete.
- d. Other sorted reports or curves may be required as project requirements dictate; however, the total number should be limited.
- 5. A monthly meeting shall be conducted on site attended by the Contractor s project manager and appropriate Contracting Officer s representatives. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the NAS required to reflect the current status of the project. The Contracting Officer s representative shall approve activity progress, proposed revisions and adjustments, and the use of any optional calculations. The following shall be addressed:
- a. The actual start and actual finish dates for all activities in progress or completed as appropriate.
- b. The estimated remaining duration for each activity in progress. Progress calculations must be based on remaining duration for each activity and be in an approved calculation mode.
- c. The earned value for each activity started but not completed. Payment shall be based on cost of completed activities plus cost to date of in-progress activities.
- d. All logic changes pertaining to change orders on which a Notice to Proceed has been issued, Contractor proposed changes in activity sequence or durations, and corrections to schedule logic to avoid out of sequence progress.
- 6. Following the monthly progress meeting, a complete update of the NAS based on the approved progress, revisions, and adjustments agreed upon at the meeting shall be computed and submitted not later than 10 working days after the meeting. This update shall be subject to approval of the accurate entry of information agreed upon at the meeting. Actual starts and finishes, remaining duration, or percent complete shall not be automatically updated by default dates contained in the many CPM scheduling software systems, except that early start for an activity which could start prior to the update but has no actual start shall default to the data date of the update. Activities which have posted progress without predecessor activities being completed shall be allowed only on a case by case approval of the Contracting Officer s representative who may require logic changes to correct all such out of sequence progress.

- 7. A narrative report shall be provided with each update of the NAS. This report shall include (1) a description of activities and progress along the four most critical paths, (2) a description of current and anticipated problem areas or delaying factors and their impact, and (3) an explanation of the corrective actions taken. Only modifications that have been authorized and approved by the Contracting Officer shall be included in the schedule submission. The narrative report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes. This report, along with the progress update above, shall provide the basis for the Contractor s progress payment request and the Contractor shall be entitled to progress payments determined from the currently approved NAS update. If the Contractor fails or refuses to furnish the information and NAS data which, in the sole judgement of the Contracting Officer, is necessary for verifying the Contractor s progress, the Contractor shall be deemed not to have provided a progress payment estimate and progress payment will not be made.
- The Contractor shall prepare proposed NAS revisions for all contract changes and submit them to the Contracting Officer's representative. These shall include a narrative listing the affected activities, a statement of the expected overall impact of the change proposed, and a sub-network of the affected diagram area. When agreed upon by the Contracting Officer \boldsymbol{s} representative, the change logic and durations shall be utilized in analysis of the overall project and the appropriate impact of the change determined for inclusion of time impact for a modification. When Notice to Proceed with changes must be issued prior to settlement of price and/or time, the Contractor shall submit the same revisions for concurrence by the Contracting Officer s representative prior to inclusion in the NAS. If the Contractor fails to submit or include such revisions within 30 days of the Notice to Proceed, the Contracting Officer s representative will furnish to the Contractor suggested logic and/or revised durations to be entered in the NAS until the Contractor submits revisions, and final changes and impact have been negotiated. If the Contractor has any objections to the data furnished by the Contracting Officer, it shall advise the Contracting Officer promptly of its objections and written counterplan; however, it shall continue to use the revisions by the Contracting Officer until such time as alternate data is approved. If the Contractor fails to submit its alternative plan within 20 days after the date such suggested revisions were furnished by the Contracting Officer, the Contractor will be deemed to have concurred with the Contracting Officer s suggested logic/duration time changes. The changes then will be the basis for equitable adjustment for performance of the work.
- 9. In the event the Contractor requests an extension of the contract completion date for any other contractual reason, it shall furnish such justification as the Contracting Officer may deem necessary for a determination of the Contractor s right to an extension of time under the provisions of the contract. In such event, the schedule revisions must clearly display that the Contractor has used in full all available float time for the work involved with the request. Actual delays that are found to be caused by the Contractor s own actions or lack of action, and which result in the extension of the projected contract completion date shall not be a cause for extension of the contract completion date. The Contracting Officer may find cause to extend the contract completion date under the contract in the absence of a request by the Contractor when, in the Contracting Officer s judgement, it is equitable.

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damages to the Government caused by the Contractor's negligent performance of any of the services described in paragraph (a) furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

SCR-45 SAFETY AND HEALTH REQUIREMENTS MANUAL, EM-385-1-1, U.S. ARMY CORPS OF ENGINEERS

EM 385-1-1 and its changes are available at http://www.hq.usace.army.mil (at the HQ homepage, select Safety and Occupational Health).

The Contractor shall be responsible for complying with the current edition and all changes posted on the web (see web address above) as of the effective date of this solicitation.

SCR-46 THRU SCR-99 NOT USED

SCR-100 *

SCR-101 THRU SCR-110 NOT USED

SCR-111 AND SCR-112 *

- * Due to the recent conversion from the Standard Army Contracting (SAACONS) to the new Department of Defense's Standard Procurement System, Procurement Desktop Defense (PD2), the following Special Contract Clauses previously located in Section 00800 are now located in Section 00700 (Supplement).
- -- End of Special Contract Requirements--

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- 4. Additional Off-Street Parking.
- Additional Wiring for Computers in Family Room, Bedrooms.
- 6. Fencing for Individual Residential Units.
- 7. Second vanity sink in bathrooms.
- Ceilings higher than 7 feet 6 inches AEI minimum criteria.

1.6 PROHIBITED ITEMS

Proposals shall not present a design inclusive of any prohibited item described by each discipline in Section II Minimum Design Criteria narratives.

1.7 DESIGN/BUILD CONTRACTOR INNOVATIONS

- a) The design criteria stated in this RFP are the minimum quality acceptable. Offerors are encouraged to offer creative alternatives that meet and/or exceed these minimums within allowable funds. Proposals shall itemize innovations and describe the reasons and cost factors for their inclusion. Refer to SECTION 00100 for Proposal submission requirements and SECTION 00120 for Proposal Evaluation Factors.
- b) With the exception of Prohibited Items, all Innovations that benefit the facility will be considered, and will be evaluated based on durability, conformance to base standards, maintenance, and aesthetics. Mechanical, electrical, and fire protection minimum design requirements described in Section 2.4 ARCHITECTURAL DESIGN CRITERIA, 2.5 STRUCTURAL DESIGN CRITERIA, and 2.6 MECHANICAL DESIGN CRITERIA are prescriptive where indicated, innovations are allowed within the parameters.

PART II MINIMUM DESIGN CRITERIA

2.1 DEMOLITION DESIGN CRITERIA

2.1.1 References

- a) The publications listed below form a part of this specification. The publications are referred to in the text by basic designation only. If dates are not given for reference standards or criteria, the latest edition is to be used.
- b) Construction shall be in accordance with the following codes, standards, and regulations. The most stringent shall govern when discrepancies occur.
 - EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual.
 - Hazardous Material and Waste Management Plan (HMWMP) for Ft. Wainwright.
 - Contractor Guidance for Preparing and Executing Stormwater Pollution Prevention Plans, ADOT&PF 2nd

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Edition 1993.

- 4. Hazardous Material Survey (see Appendices).
- Geotechnical Findings Report "FTW230", FT. Wainwright, Alaska, dated March 2001 (see Appendices).
- Waste Disposal/Borrow Pit Coordination Review (see Appendices).
- c) Refer to Hazardous Materials Removal Design Criteria, paragraph 2.2, for specific codes, standards, and regulations applicable to hazardous material removal work.

2.1.2 Minimum Requirements

The Design-Build Contractor's Architect or Engineer(s) of Record shall be responsible for the design associated with demolition work. Complete design shall generally include that required to define and describe execution of the demolition work including hazardous material abatement, removal, handling, and disposal; shoring and safety measures; and interface with existing utilities and surface features that remain. The demolition design drawings and calculations shall be sealed by the architect or engineer(s) in responsible charge. The architect or engineer(s) shall be licensed in the State of Alaska.

2.1.3 Scope and Objectives

Demolition work shall consist of the complete design of removal of existing buildings, site improvements, and utilities as indicated and as required to accomplish the new construction. It shall be the Contractor's responsibility to protect existing features, including roads, utilidors, trees, sidewalks, paving, curbs, and similar items not in the contract work limits, which if damaged by the Contractor shall be replaced in kind at no cost to the Government.

2.1.4 Work Description

- a) The demolition project sites are in two subdivisions:
 North Town in North Post and Southern Cross in South Post.
 Seven (7) buildings in the North Town subdivision are 1014,
 1027, 1028, 1029, 1030, 1038, and 1039 on Dogwood Road and
 100th Street. Five (5) buildings in the Southern Cross
 subdivision are 4139, 4133, and 4134 on Neely Road and 4130
 and 4129 on Cedar Street.
- b) General Building Description
 - All buildings are 2-story wood framed multi-family residential units on concrete foundations with full basements. Buildings were originally constructed in the late 1940's and 1950's.
 - 2. Each building is approximately 62.8 m \times 6.6 m in plan.
 - Demolition includes removal of hazardous materials, all structure (superstructure and foundations), and partitions, mechanical, and electrical systems.
 Contractor has the option of using the existing

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i) Salvage of Materials and Equipment - Contractor shall salvage and reuse or turn over useable items from buildings, such as "Best" lock cores and circulation pumps. Identification of salvage items and procedure shall be in accordance with SECTION 01015 SPECIAL ITEMS, paragraph 1.11.1, Salvage of Lockset Cores.

2.1.5 Demolition Work

- a) Demolition procedures, methods, sequence of operations, and equipment shall be in accordance with EM 385-1-1.
- b) Rubbish and debris shall be removed from work site daily, unless otherwise directed, to avoid accumulation at the demolition site. The Contractor shall take necessary precautions to avoid damaging Government property, and if damage occurs, shall repair or replace the damage as directed by the Contracting Officer at no cost to the Government. When utility lines are encountered that are not indicated on the drawings, the Contracting Officer shall be notified prior to further work in that area.
 - 1. Project Demolition. Demolition of all features or items found on the site (paved parking areas, fence, utilities, poles, etc.) shall be considered incidental to the Contract. Title to material and equipment to be demolished, except historical items, is vested in the Contractor upon receipt of Notice to Proceed and the Government will not be responsible for the condition, loss, or damage to such property. There are no known items of historical significance on the site.
 - 2. Disposal of Solid Wastes: The Contractor shall be responsible for disposal of all demolition debris, construction debris, and all solid waste at an approved off-base location; or to on-base locations in accordance with the FTW Standard Operating Procedure (SOP) for Waste Disposal Plan. Solid waste shall be placed in containers and disposed of on a regular schedule. All handling, transport, and disposal shall be conducted in such a way as to prevent spillage and contamination in compliance with Federal, State, and Local requirements. Clean granular soil materials shall be disposed of on-base in accordance with the SOP for Post borrow pit. Disposal of any hazardous waste shall be made through the FTW Hazardous Waste Facility in accordance with the FTW SOP for hazardous material.
 - Existing utility services shall be protected from damage. Coordinate and obtain locates for all buried utilities prior to beginning work.
 - 4. All asphalt paving and P.C.C. sidewalk shall be sawcut at the limits of removal. As applicable, replacement or repair asphalt paving, P.C.C. sidewalk, base material, and subbase material shall match existing thickness.

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Exposure assessment and air monitoring shall be performed by the Contractor's independent industrial hygienist. Samples shall be analyzed by the Contractor's independent testing lab.

2.2.10 Cleanup And Disposal

All hazardous waste including contaminated filters, scrap, containers, equipment and clothing shall be placed in proper disposal containers for disposal. All asbestos waste shall be disposed of at the Fort Wainwright asbestos landfill in accordance with 40 CFR 61, State, and Fort Wainwright procedures. Lead contaminated waste and other hazardous waste must be handled, stored and transported in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, Army Regulation 200-1, and Fort Wainwright Pamphlet 200-1. All regulated waste generated on Fort Wainwright shall be turned over to the Fort Wainwright Directorate of Public Works, Environmental Resources Office (PWE) waste turn-in Contractor for disposal.

2.3 Civil Design Criteria

2.3.1 References

- a) The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. If dates are not given for reference standards or criteria, the latest edition is to be used.
- b) Construction shall be in accordance with the following codes, standards, and regulations. The most stringent shall govern when discrepancies occur.
 - MIL-HDEK-1190 Facility Planning and Design Guideline.
 - Uniform Federal Accessibility Standards, (UFAS);
 Federal Register. (FED-STD-795).
 - EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual.
 - 4. MTL-HDBK-1008C, Fire Protection for Facilities Engineering, Design, and Construction.
 - National Fire Protection Association Fire Codes (NFPA).
 - Cold Climate Utilities Manual, Canadian Society for Civil Engineering, 2050 Mansfield Street, Montreal, Quebec H3A 1Z2.
 - Standard Specifications for Highway Construction State of Alaska, Department of Transportation and Public Facilities.
 - TM 5-822-2, July 1987, General Provisions and Geometric Design for Roads, Streets, Walks, and Open Storage Areas.
 - 9. TM 5-822-5, June 1992, Pavement Design for Roads, Streets, Walks, and Open Storage Areas.
 - 10. TM 5-820-4, Drainage Areas for Other than Airfields.
 - TM 5-813-1, Water Supply, Sources and General Considerations.

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- 12. TM 5-813-5, Water Supply, Water Distribution.
- TM 5-814-1, Sanitary and Industrial Wastewater Collection Appurtenances.
- 14. TM 5-814-2, Sanitary and Industrial Wastewater Collection - Pumping Mains and Force Mains.
- 15. TM 5-181-1, Soils and Geology Procedures for Foundation Design of Buildings and Other Structures (other than Hydraulic Structures).
- 16. 18 AAC 72, State of Alaska, Department of Environmental Conservation (ADEC), Wastewater Disposal.
- 17. 18 AAC 80, State of Alaska, Department of Environmental Conservation (ADEC), Drinking Water Regulations.
- 18. FTW Standard Operation Procedures (SOP) for Waste Disposal and Borrow Pit Operations.
- 19. FTW Utilidor Design Checklist (see Appendix 14)
- Hazardous Materials and Waste Management Plan (HMWMP) for FTW.
- Contractor Guidance For Preparing and Executing Storm Water Pollution Prevention Plans, ADOT&PF 2nd Edition 1993.
- 22. Geotechnical Findings Report for FTW230, FT. Wainwright, Alaska, dated March, 2001 (see Appendix 4).
- 23. FTW Utility Maps (see Appendix 3).

2.3.2 Minimum Requirements

The Design-Build Contractor's Civil Engineer(s) of Record shall be responsible for the civil design. Complete civil design shall generally include site work, earthwork, grading and drainage, roads and parking, utilities, and coordination of any architectural, mechanical, and electrical site features although they may be shown on other disciplines' drawings. The civil design drawings and calculations shall be sealed by the engineer in responsible charge. The engineer shall be licensed as a civil engineer in the State of Alaska.

2.3.3 Scope and Objectives

- a) Site work shall consist of the complete design and construction of building site earthwork and grading, access roadways, parking areas, AC pavement sections, curbs and gutters, pedestrian walks, site utilities, fire protection requirements, security/lighting provisions, site drainage, and landscaping. The facility shall be completely usable with utility connections and other amenities as described in this document.
- b) Design shall take into consideration topography and natural characteristics of the area, including climatic conditions, prevailing winds, areas of snow accumulation, etc. It shall be the Contractor's responsibility to protect existing features, which include roads, utilidors, trees, sidewalks, paving, curbs, and similar items not in the contract work limits, which if damaged by the Contractor

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are not subject to elevated temperatures or high humidity.

- 3. Spray or blown-in insulation.
- 4. Access to roof by exterior ladder or stair.
- 5. Pinch-pleated draperies.
- 6. Recessed medicine cabinets.
- Particle board in cabinetry or shelving.
- 8. Hardboard and cement asbestos shingle siding.
- 9. Painted exterior elements.
- 10. Wood exterior trim requiring maintenance.
- 11. Iron or galvanized steel exterior handrails.
- 12. Flat roofs, membrane roofing.
- 13. EIFS exterior finish.
- 14. Fireplaces.
- 15. Wood flooring.
- 16. Bifold closet doors with slats.
- 17. Hollow core doors.
- 18. Vinyl wall base.

2.5 STRUCTURAL DESIGN CRITERIA

2.5.1 References

Structural design and design documents shall be in accordance with the following codes and regulations, and shall conform to the standards recognized by the codes and regulations. If dates are not given for reference standards or criteria, the latest edition is to be used. Where reference is specifically made from this narrative to other sections of the overall "Request for Proposal" document or from other sections to this section, the criteria stated here in this section shall govern. Specific design loads, the materials, the strength and quality of the materials indicated here in shall be considered minimums. If design loads, material(s) or materials(s) as components of a system are not specifically prohibited from the project and they meet the requirements of the specified codes, they may be included in the project. Structural design shall be provided for elements that are not part of the structural system, but provide support for other facility system(s).

- American Association of State Highway and Transportation Officials (AASHTO).
- 2. American Concrete Institute:
 - ACI 318 Building Code Requirements for Structural Concrete and Commentary.
 - ACI 315 Manual of Standard Practice for Detailing Reinforced Concrete Structures.
 - ACI Manual of Concrete Practice, Part 1 through Part 5.
- American Forest & Paper Association:
 AP&PA-NDS National Design Specification for wood.
- 4. American Institute of Steel Construction:
 - AISC ASD 9th Ed., Allowable Stress Design, Manual of Steel Construction.
 - AISC LRFD 2nd Ed., Load & Resistance Factor Design Specification for Structural Steel Buildings and Manual of Steel

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Construction.

- American Institute of Timber Construction:
 AITC Timber Construction Manual, 4th Ed.
- American Iron and Steel Institute:
 AISI Cold Formed Steel Design Manual.
- American National Standards Institute/American Welding Society:
- ANSI/AWS D1.1, Structural Welding Code Steel.

 8. American National Standards Institute/American Society of Civil Engineers:
 ANSI/ASCE, Minimum Design Loads for Buildings and

Other Structures (ASCE 7).

ANSI B30.16 Overhead Hoist.

- American Plywood Association:
 APA Design/Construction Guides.
- 10. Federal Emergency Management Agency, National Earthquake Hazards Reduction Program: FEMA, NEHRP, Recommended Provisions for the Development of Seismic Regulations for New Buildings, Part 1 - Provisions, Part 2 - Commentary.
- 11. International Conference of Building Officials ICBO Uniform Building Code (UBC), 1997 edition.
- 12. National Concrete Masonry Association Publications.
- 13. Masonry Institute of America Publications.
- 14. Steel Deck Institute: SDI Design Manual and Diaphragm Design Manual.
- 15. Steel Joist Institute: SJI, Standard Specifications, Load Tables and Weight Tables for Steel Joists and Joist Girders.
- 16. Truss Plate Institute:
 TPI Manuals for design and fabrication of wood
- 17. Military Design Manuals (DM), Technical Instructions (TI), Engineering Instructions (EI), Technical Letters (TL) and Technical Manuals (TM):
 - TI 800-01 Design Criteria.
 - TI 809-01 Load Assumptions for Buildings.
 - TI 809-02 (TM 5-809-2) Structural Design Criteria for Buildings.
 - TI 809-04 Seismic Design for Buildings.
 - TI 809-06 (TM 5-809-3) Masonry Structural Design for Buildings.
 - TI 809-26 (TM 805-7) Welding Design Procedures and Inspections.
 - TI 809-29 Structural Considerations for Metal Roofing.
 - TI 809-30 Metal Building systems.
 - TI 809-52 Commentary on Snow Loads.

2.5.2 General Information

a) The Design-Build Contractor's Structural Engineer of Record shall be responsible for the design of the complete structural system for the buildings. Complete structural system for the buildings shall include foundations, walls, roof framing, floor and roof diaphragms, lateral load

FY01 Replacement Family Housing DACA85-01-R-0024, Amendment R0004

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SECTION 01015

SPECIAL ITEMS

PART 1 GENERAL

1.1 SCOPE

Items included in this section cover special features and/or requirements which are not otherwise specified or indicated.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ARMY TECHNICAL MANUALS (TM)

TM 5-809-10

(1992) Seismic Design for Buildings

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Color Boards; GA.

SD-04 Drawings

Temporary Heating Plan; GA.

SD-13 Certificates

Color Boards; GA.

SD-14 Samples

Color Boards; GA.

SD-18 Records

Videotapes; FIO.

1.4 ACCIDENT PREVENTION PLAN

The Contractor shall obtain the Contracting Officer's approval of the Accident Prevention Plan required by the Safety and Health Requirements Manual referenced in paragraph Accident Prevention of the Contract Clauses prior to start of any work at the project site.

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10. Float available in the schedule at any time shall not be considered as for exclusive use by either the Contractor or the Government. Extensions of time for performance of work required under Contract Clauses entitled CHANGES, DIFFERING SITE CONDITIONS, DEFAULT (FIXED-PRICE CONSTRUCTION), or SUSPENSION OF WORK will be granted only to the extent that equitable time adjustments for affected activities exceed the total float along their paths.

11. A data disc shall be provided as required by Special Contract Requirement Clause SCR-34, Scheduling System Data Exchange Format. The automated scheduling system utilized by the Contractor shall be capable of providing all requirements of this specification. As many data disk(s) as required in the Standard Data Exchange Format shall be provided with the Initial schedule, Monthly Updates, and all NAS revisions or requests for revision. Refer to Special Contract Requirement Clause SCR-34 for a complete description of this format.

SCR-21 *

SCR-22 NOT USED

SCR-23 *

SCR-24 NOT USED

SCR-25 COMMUNICATION SECURITY:

All communications with DOD organizations are subject to COMSEC review. Contractor personnel shall be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian Contractor personnel are advised that any time they place a call to or receive a call from Alaska District offices or Resident Engineer offices located on military installations, they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

SCR-26 PERMITS AND RESPONSIBILITIES:

It will be the responsibility of the Contractor to obtain all other permits/licenses required for this project as required under the Contract Clause paragraph entitled PERMITS AND RESPONSIBILITIES.

SCR-27 NOT USED

SCR-28 AND SCR-29 *

SCR-30 thru SCR-32 NOT USED

BCR-33 *

SCR-34 SCHEDULING SYSTEM DATA EXCHANGE FORMAT (ER 1-1-11, MAR 1990):

PART 1 GENERAL

00800-6

- 1. Application of this provision: The data exchange format provides a platform for exchanging scheduling and planning data between various software systems. This section shall be used in conjunction with Special Contract Requirement Clause SCR-20, entitled CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM. The Data Exchange Format shall allow project management systems to share information with other programs. Scheduling information shall be transferred from the Contractor's project management system to the Government as described in this section.
- 2. Electronic Data Exchange File Required for All Schedule Submissions:
- a. The Contractor shall provide schedule data in the Data Exchange Format for each Preliminary, Initial, Monthly NAS Update, and requests for time extensions or change proposals. The Contractor s failure to provide schedule data in the exact format described herein shall result in disapproval of the entire schedule submission.
- b. The entire set of schedule data shall be transferred at every exchange of scheduling data. Thus, for updates to existing projects, as the data exchange file shall contain all activities that have not started or are already complete as well as those activities in progress.
- 3. Data Transfer Responsibility: The Contractor shall be responsible for Electronic Data Exchange File data that may have been lost or destroyed during transit between the Contractor and the Contracting Officer. If Electronic Data Exchange File data is damaged during transit, then the Contractor shall provide the Contracting Officer with a new Electronic Data Exchange File within two (2) working days of notification by the Contracting Officer.
- 4. Data Consistency Responsibility: The Contractor shall be responsible for the consistency between the Electronic Data Exchange File and printed reports which accompany schedule submissions. If Electronic Data Exchange File data for a schedule submission differs, in any way, from the printed schedule reports or standard activity coding, then the Contracting Officer will disapprove the entire schedule submission. The Contractor shall provide the Contracting Officer with a completely revised, and consistent, schedule submission with 24 hours of notification of inconsistency by the Contracting Officer.
- 5. Creating the Electronic Data Exchange Files: The Contractor shall have the option of creating the Electronic Data Exchange File by one of the three following methods:
- a. Commercially Available Software: The Contractor will be required to secure software that meets this requirement. Many commercially available scheduling systems support the standard data exchange format.
- b. Interface Program: Under this option, the Contractor shall produce its own data translation software. This software shall take the information provided by the Contractor s scheduling system and reformat the data into the Data Exchange Format.
- c. Manual Methods: Under this option, the Contractor shall manually reformat its scheduling system report files or create all necessary data by manually entering all data into the Date Exchange Format.

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PART 2 GENERAL DATA EXCHANGE FILE REQUIREMENTS

- 6. File Transfer Medium: All required data shall be submitted on 3.5 diskette (s), formatted to hold 1.44 MB of data, under an MS-DOS operating system (Version 5.0 or higher) compatible with that of the Resident Office administering this contract. Higher data densities and other operating systems may be approved by the Contracting Officer if compatible with the Government's computing capability.
- 7. File Type and Format: The data file shall consist of a 132 character, fixed format, ASCII file. Text shall be left-justified and numbers shall be right-justified in each field. Data records must conform, exactly, to the sequence, column position, maximum length, mandatory values, and field definitions described below to comply with this standard data exchange format. Unless specifically stated, all numbers shall be whole numbers. All data columns shall be separated by a single blank column.
- 8. Electronic Data Exchange File Name: The Contractor shall insure that each file has a name related to either the schedule data date, project name, or contract number. No two Electronic Data Exchange Files shall have the same name throughout the life of this contract. The Contractor shall submit its file naming convention to the Contracting Officer for approval. In the event that the Contractor s naming convention is disapproved, the Contracting Officer shall direct the Contractor to provide files under a unique file naming convention.
- 9. Disc Label: The Contractor shall affix a permanent exterior label to each diskette submitted. The label shall contain the type of schedule (Preliminary, Initial, Update, or Change), full project number, project name, project location, data date, name and telephone number of the Contractor s scheduler, and the MS-DOS version used to format the diskette.
- 10. Standard Activity Coding Dictionary: The Contractor shall submit, with the initial schedule submission, a consistent coding scheme that shall be used throughout the project for the Activity Codes shown in Paragraph 12.e of this clause. The coding scheme submitted shall demonstrate that each code shall only represent one type of information through the duration of the contract. Incomplete coding of activities or an incomplete coding scheme shall be sufficient for disapproval of the schedule.

PART 3 DATA FORMAT

11. Data Exchange File Format Organization: The Data Exchange File Format shall consist of the following records provided in the exact sequence shown below:

Paragraph		
Reference	Record Description	Remarks
12.a	Volume Record	First Record on Every Data Disk
12.b	Project ID Record	Second Record
12.c	Calendar Record(s)	Minimum of One Record Required
12.d	Holiday Record(s)	Optional Record
12.e	Activity Record(s)	Mandatory Record
12.f	Precedence Record(s)	Mandatory for Precedence Method
12.g	Unit Cost Record(s)	Optional for Unit Cost Projects
12.h	Progress Record(s	Mandatory for Updates
12.i	File End Record	Last Record of Data File

12. Record Descriptions:

a. Volume Record: The Volume Record shall be used to control the transfer of data that may not fit on a single disk. The first record in every disk used to store the data exchange file shall contain the Volume Record. The Volume Record shall sequentially identify the number of the data transfer disk(s). The Volume Record shall have the following format:

	Column	Max.	Reg d.		
Description	Position	Length	Value	Type	Just.
RECORD IDENTIFIER	1-	4	VOLM	Fixed	
DISK NUMBER	6-7	2	_	Number	Right

- (1) The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be VOLM.
- (2) The DISK NUMBER field shall identify the number of data disk used to store the data exchange information. If all data may be contained on a single disk, this field shall contain the value of 1. If more disks are required, then the second disk shall contain the value of 2, the third disk shall be designated with a 3, and so on. Identification of the last data disk shall not be accomplished with the Volume Record. Identification of the last data disk is accomplished in the PROJECT END RECORD (see Paragraph 12.1).
- b. Project ID Record: The Project ID Record is the second record of the file and shall contain project information in the following format:

Description RECORD IDENTIFIER	Column Position 1-4	Max. Length 4	Req d. Value PROJ	Type Fi xe d	Just.
DATA DATE	6-12	7	_	ddmmmyy	See (2)
PROJECT IDENTIFIER	14-17	4	-	Alpha	Left
PROJECT NAME	19-66	48	_	Alpha	Left
CONTRACTOR NAME	68-103	36	_	Alpha	Left
ARROW OF PRECEDENCE	105	1	A-P	Fixed	
CONTRACT NUMBER	107-112	6	_	Alpha	Left
PROJECT START	114-120	7	_	ddmmmyy	Filled
PROJECT END	122-128	7	-	ddmmmyy	Filled

- (1) The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be PROJ . This record shall contain the general project information and indicates which scheduling method shall be used.
- (2) The DATA DATE is the date of the schedule calculation. The abbreviation ddmmmyy refers to a date format that shall translate a date into two numbers for the day, three letters for the month, and two numbers for the year. For example, March 1, 1999 shall be translated into 01Mar99. This same convention for date formats shall be used throughout the entire data format. To insure that dates are translated consistently, the following abbreviations shall be used for the three character month code:

ABBREVIATION	MONTH
JAN	January
FEB	February

FY01 REPLACEMENT MILITARY FAMILY HOUSING

MAR		March
APR		April
MAY		May
JUN		June
JUL		July
AUG		August
SEP		September
OCT		October
NOV	ī	November
DEC		December

- (3) The PROJECT IDENTIFIER is a maximum of four character abbreviation for the schedule. These four characters shall be used to uniquely identify the project and specific update as agreed upon by the Contractor and Contracting Officer. When utilizing scheduling software these four characters shall be used to select the project. Software manufacturers shall verify that data importing programs do not automatically overwrite other schedules with the same PROJECT IDENTIFIER.
- (4) The PROJECT NAME field shall contain the name and location of the project edited to fit the space provided. The data appearing here shall appear on scheduling software reports. The abbreviation Alpha., used throughout Paragraph 12, RECORD DESCRIPTIONS, refers to an Alphanumeric field value.
- (5) The CONTRACTOR NAME field shall contain the Construction Contractor s name edited to fit the space provided.
- (6) The ARROW OR PRECEDENCE field shall indicate which method shall be used for calculation of the schedule. The value A shall signify the Arrow Diagramming Technique. The value P shall signify the Precedence Diagramming Technique. The ACTIVITY IDENTIFICATION field of the Activity Record shall be interpreted differently depending on the value of this field (see Paragraph 12.e.2). The Precedence Record shall be required if the value of this field is P (see Paragraph 12.f).
- (7) The CONTRACT NUMBER field shall directly identify the contract for the project. For example, a complete Government construction contract number, DACA85-97-C-0001 , shall be entered into this field as 970001 -
- (8) The PROJECT START shall contain the date that the project will start or has started. On Government construction projects, this date is the date that the construction Contractor acknowledges the Notice to Proceed.
- (9) The PROJECT END shall contain the date that the contract must complete on or prior to. On Government construction projects, this date is the PROJECT START plus the contract period, typically expressed in a specific number of calendar days.
- c. Calendar Record: The Calendar Record(s) shall follow the Project Identifier Record in every data file. A minimum of one Calendar Record shall be required for all data exchange activity files. The format for the Calendar Record shall be as follows:

	Column	Max.	Req d.		
Description	Position	Length	Value	Type	Just.

RECORD IDENTIFIER	1-4	4	CLDR	Fixed	
CALENDAR CODE	6-6	1	- ,	Alpha	Filled
WORKDAYS	8-14	7	SMTWTFS	See (3)	
CALENDAR DESCRIPTION	16-45	30	_	Alpha	Left

- (1) The RECORD IDENTIFIER shall always begin with CLDR to identify it as a Calendar Record. Each Calendar Record used shall have this identification in the first four columns.
- (2) The CALENDAR CODE shall be used in the activity records to signify that this calendar is associated with the activity.
- (3) The WORKDAYS field shall contain the work-week pattern selected with Y, for Yes, and N for No. The first character shall be Sunday and the last character Saturday. An example of typical five (5) day work-week would be NYYYYYN. A seven (7) day work-week would be YYYYYYY.
- (4) The CALENDAR DESCRIPTION shall be used to briefly explain the calendar used.
- d. Holiday Record: Optional Holiday Record(s) shall follow the Calendar Record(s). The Holiday Record shall be used to designate specific non-work days for a specific Calendar. More than one Holiday Record may be used for a particular calendar. If used, the following format shall be followed:

	Column	Max.	Req d.		
Description	Position	Length	Value	Type	Just.
RECORD IDENTIFIER	1-4	4	HOLI	Alpha	
CALENDAR CODE	6-6	1		Fixed	Filled
HOLIDAY DATE	8-14	7	_	ddmmmyy	Filled
HOLIDAY DATE	16-22	7	-	ddmmmyy	Filled
HOLIDAY DATE	24-30	7	-	ddmmmyy	Filled
HOLIDAY DATE	32-38	7	_	ddmmmyy	Filled
HOLIDAY DATE	40-46	7	-	ddmmmyy	Filled
HOLIDAY DATE	48-54	7	-	ddmmmyy	Filled
HOLIDAY DATE	56-62	7	· -	ddmmmyy	Filled
HOLIDAY DATE	64-70	7	-	ddmmmyy	Filled
HOLIDAY DATE	72-78	7	-	ddmmmyy	Filled
HOLIDAY DATE	80-86	7	-	ddmmmyy	Filled
HOLIDAY DATE	88-94	7	-	ddmmmyy	Filled
HOLIDAY DATE	96-112	7	_	dammmyy	Filled
HOLIDAY DATE	114-120	7	-	ddmmmyy	Filled
HOLIDAY DATE	122-128	7	-	ddmmmyy	Filled

- (1) The RECORD IDENTIFIER shall always begin with HOLI and shall signify an Optional Holiday Calendar is to be used.
- (2) The CALENDAR CODE indicates which work-week calendar the holidays shall be applied to. More than one HOLI record may be used for a given CALENDAR CODE.
- (3) The HOLIDAY DATE shall be used for each date to be designated as non-work day.
- e. Activity Records: Activity Records shall follow any Holiday Record(s). If there are no Holiday Record(s), then the Activity Records

shall follow the Calendar Record(s). There shall be one Activity Record for every activity in the network. Each activity shall have one record in the following format:

	Column	Max.	Req d.		
Description	Position	Length	Value	Туре	Just.
RECORD IDENTIFIER	1-4	4	ACTV	Fixed	
ACTIVITY IDENTIFICATION	6-15	10	-	See (2)	
ACTIVITY DESCRIPTION	17-46	30	-	Alpha	Left
ACTIVITY DURATION	48-50	3	_	Integer	Right
ACTIVITY COST	52-60	9	-	Integer	Right
CONSTRAINT DATE	62-68	7	-	ddmmmyy	Filled
CONSTRAINT TYPE	70-71	2	-	See (7)	
CALENDAR CODE	73-73	1	-	Alpha	Filled
HAMMOCK CODE	75-75	1	Y, blank	Fixed	
WORKERS PER DAY	77-79	3	-	Integer	Right
RESPONSIBILITY CODE	81-84	4	-	Alpha	Left
WORK AREA CODE	86-89	4	-	Alpha	Left
MOD OR CLAIM NUMBER	91-94	4	-	Alpha	Left
OFFER ITEM	96-99	4	-	Alpha	Left
UCI CODE	101-105	5	-	See (15)	•
USER DEFINED	10-110	4	-	See (16)	
USER DEFINED	112-115	4	-	See (15)	
USER DEFINED	117-120	4	· –	See (16)	
USER DEFINED	122-125	4	-	See (16)	
USER DEFINED	127-130	4	-	See (15)	

- (1) The RECORD IDENTIFIER for each activity description record must begin with the four character ACTV code. This field shall be used for both the Arrow Diagram Method (ADM) and Precedence Diagram Method (PDM) (see Paragraph 12.b.6).
- (2) The ACTIVITY IDENTIFICATION consists of coding that differs, depending on whether the ADM or PDM method was selected in the Project Record (see Paragraph 12.b.6). If the ADM method was selected, then the field shall be interpreted as two right-justified fields of five (5) integers each. If the PDM method was selected, the field shall be interpreted as one (1) right-justified field of ten (10) integers. The maximum activity number allowed under this arrangement is 99999 for ADM and 9999999999 for the PDM method.
- (3) The ACTIVITY DESCRIPTION shall be a maximum of 30 characters. Descriptions must be limited to the space provided.
- (4) The ACTIVITY DURATION contains the estimated duration for the activity on the schedule. The duration shall be based upon the work-week designated by the activity s related calendar (referenced in Paragraph 12.e.8).
- (5) The ACTIVITY COST contains the estimated earned value of the work to be accomplished in the activity.
- (6) The CONSTRAINT DATE field shall be used to identify a date that the scheduling system may use to modify float calculations. If there is a date in this field, then there must be a valid entry in the CONSTRAINT TYPE field. The CONSTRAINT DATE shall be the same as, or later than, the PROJECT START DATE. The CONSTRAINT DATE shall be the same as, or earlier than, the PROJECT END DATE.

(7) The CONSTRAINT TYPE field shall be used to identify the way that the scheduling system shall use the CONSTRAINT DATE to modify schedule float calculations. If there is a value in this field, then there must be a valid entry in the CONSTRAINT DATE field. Below is the minimum list of entries for the CONSTRAINT TYPE. Other types may be available from specific software manufacturers.

Code	Definition
ES	The CONSTRAINT DATE shall replace an activity s early start date, if the early start date is prior to the CONSTRAINT DATE.
LF	The CONSTRAINT DATE shall replace an activity s Late finish date, if the late finish date is after the CONSTRAINT DATE.

- (8) The CALENDAR CODE, as previously explained, relates this activity to an appropriate work-week calendar. The ACTIVITY DURATION must be based on the valid work-week referenced by this CALENDAR CODE field (see Paragraph 12.e.4).
 - (9) The HAMMOCK CODE indicates that a particular activity does not have its own independent duration, but takes its start dates from the start date of the preceding activity (or node) and takes its finish dates from the finish dates from the finish dates of its succeeding activity (or node). If the value of the HAMMOCK ACTIVITY is Y, then the activity is a HAMMOCK ACTIVITY.
 - (10) The WORKERS PER DAY is an optional field that shall be specified at the discretion of the Contracting Officer. This field shall contain the average number of workers expected to work on the activity each day the activity is in progress. The total duration times the average number of workers per day shall equal the Contractor s estimate of the total man days of work required to perform the activity.
 - (11) The RESPONSIBILITY CODE shall identify the subcontractor or major trade involved with completing the work for the activity.
 - $\ensuremath{\text{(12)}}$ The WORK AREA CODE shall identify the location of the activity within the project.
 - (13) The MOD OR CLAIM NUMBER code is an optional field that shall be specified at the discretion of the Contracting Officer. This code shall uniquely identify activities that are changed on a construction contract modification, or activities that justify any claimed time extensions.
 - (14) The OFFER ITEM field is an optional field that shall be specified at the discretion of the Contracting Officer. This field shall designate the offer item number associated with the activity.
 - (15) The Construction Specification Institute Masterformat CSI CODE is an optional field that shall be specified at the discretion of the Contracting Officer. The CSI CODE shall contain the value of the code corresponding to the work to be accomplished in this activity.

- (16) USER DEFINED fields are optional and not required to meet the data exchange standard. They are provided to allow for a fixed expansion of capabilities for individual very large projects that may require additional fields.
- f. Precedence Record: The Precedence Record(s) shall follow the Activity Records if a Precedence Type Schedule (PDM) is identified in the ARROW OR PRECEDENCE field of the Project Record (see Paragraph 12.b.6). The Precedence Record has the following format:

	Column	Max.	Req d.		
Description	Position	Length	Value	Туре	Just.
RECORD IDENTIFIER	1-4	4	PRED	Fixed	
ACTIVITY IDENTIFICATION	6-15	10	-	Integer	See (2)
ACTIVITY DESCRIPTION	17-26	10	-	Integer	
ACTIVITY DURATION	28-29	2	-	See (4)	
ACTIVITY COST	31-34	4	-	Integer	Right

- $\,$ (1) The RECORD IDENTIFIER shall begin with the four character PRED $\,$ in the first four columns of the record.
- (2) The ACTIVITY IDENTIFICATION identifies the activity whose predecessor shall be specified in this record. Refer to the Activity Record for further explanation on this field (see Paragraph 12.e.2).
- (3) The PREDCESSOR ACTIVITY number is the number of an activity that precedes the activity noted in the ACTIVITY IDENTIFICATION field.
- (4) The PREDECESSOR TYPE field indicates the type of relationship that exists between the chosen pair of activities. The PREDECESSOR TYPE field must, as a minimum, contain one of the codes listed below. Other types of activity relations may be supported from specific software vendors.

Code	Definition
SS	Start-to-Start relationship
FF	Finish-to-Finish relationship
FS	Finish-to-Start relationship

- (5) The LAG DURATION field contains the number of days delay between the preceding and current activity.
- g. Unit Cost Record: The Unit Cost Record shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Unit Cost Record shall follow any Activity Records. The fields for this record shall take the following format:

	Column	Max.	Req d.		
Description	Position	Length	Value	Type	Just.
RECORD IDENTIFIER	1-4	4	UNIT	Fixed	
ACTIVITY IDENTIFICATION	6-15	10	-	Integer	See (2)
TOTAL QTY	17-27	11	-	Floating	Part
COST PER UNIT	29-39	11	-	Floating	Part
QTY TO DATE	41-51	11	-	Floating	Part
UNIT OF MEASURE	53-55	3	-	Alpha	

- (1) The RECORD IDENTIFIER shall be identified with the four character UNIT placed in the first four columns of the record.
- (2) The ACTIVITY IDENTIFICATION for each activity shall match the format described in the activity record (see Paragraph 12.e.2).
- (3) The TOTAL QTY is the total amount of this type of material to be used in this activity. This number consists of eight digits, one decimal point, and two more digits. An example of a number in this format is 11111111.11. If decimal places are not needed, this field shall still contain a .00 in Columns 25, 26, and 27.
- (4) The COST PER UNIT is the cost, in dollars and cents, for each unit to be used in this activity. This number consists of eight digits, one decimal point, and two more digits. An example of a number in this format is 11111111.11. If decimal places are not needed, this field shall still contain a .00 in Columns 37, 38, and 39.
- (5) The QTY TO DATE is the quantity of material installed in this activity up to the data date. This number consists of eight digits, one decimal point, and two more digits. An example of a number in this format is 1111111.11. If decimal places are not needed, this field shall still contain a .00 in Columns 49, 50, and 51.
- (6) The UNIT OF MEASURE is an abbreviation that may be used to describe the units being measured for this activity.
- h. Progress Record: Progress Record(s) shall follow all Unit Cost Record(s). If there are no Unit Cost Record(s), then the Progress Record(s) shall follow all Precedence Records. If the schedule utilize the Arrow Diagram Method, then the Progress Record shall follow any Activity Records. One record shall exist for each activity in-progress or completed. The fields for this Record shall take the following format:

Description RECORD IDENTIFIER	Column Position 1-4	Max. Length 4	Req d. Value PROG	Type Fixed	Just.
ACTIVITY IDENTIFICATION	6-15	10	_	Integer	See (2)
ACTUAL START DATE	17-23	7	-	ddmmmyy	Full
ACTUAL FINISH DATE	25-31	7	_	ddmmmyy	Full
REMAINING DURATION	33-35	3	_	Integer	Right
COST TO DATE	37-45	9	-	Integer	Right

- (1) The RECORD IDENTIFIER shall begin with the four character PROG in the first four columns of the record.
- (2) The ACTIVITY IDENTIFICATION for each activity for which progress has been posted, shall match the format described in the Activity Record (see Paragraph 12.e.2).
- (3) An ACTUAL START DATE is required for all in-progress activities. The ACTUAL START DATE shall be the same as, or later than, the PROJECT START date contained in the Project Record (see Paragraph 12.b.8). The ACTUAL START DATE shall also be the same as, or prior to, the DATA DATE contained in the Project Record (see Paragraph 12.b.2).

- An ACTUAL FINISH DATE is required for all completed activities. If the REMAINING DURATION of an activity is zero, then there must be an ACTUAL FINISH DATE. The ACTUAL FINISH DATE must be the same as, or later than the PROJECT START date contained in the Project Record (see Paragraph 12.b.8). The ACTUAL FINISH DATE must also be the same as, or prior to the DATA DATE contained in the Project Record (see Paragraph 12.b.2).
- A REMAINING DURATION is required for all in-progress activities. Activities completed, based on time, shall have a zero (0) REMAINING DURATION.
- Cost progress is contained in the field COST TO DATE. If there is an ACTUAL START DATE, then there must also be some value for COST TO DATE. The COST TO DATE is not tied to REMAINING DURATION. For example, if the REMAINING DURATION is "0", the COST TO DATE may only be 95 percent of the ACTIVITY COST. This difference may be used to reflect 5 percent retainage for punch list items.

i. File End Record:

(1) The File End Record shall be used to identify that the data file is completed. This record shall be the last record of the entire data file. The File End Record shall have the following format:

	Column	Max.	Req d.		
Description	Position	Length	Value	Туре	Just.
RECORD IDENTIFIER	1-3	3	END	Fixed	

(2) The RECORD IDENTIFIER for the File End Record shall be "END". No data contained in the data exchange file that occurs after this record is found shall be used.

SCR-35 *

SCR-36 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15, 31 Oct 1989):

- 1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled DEFAULT (FIXED PRICE CONSTRUCTION) . In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
- a. The weather experienced at the project site during the contract period must be found to be unusually severe; that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
- 2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor s progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.